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Ponda, Goa Branch

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Serial No. 3.56 2011
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This Agreement Sale & Construction is executed on this 11th day of the month of February, 2011, in the city of Ponda, Goa.

BETWEEN

- SHRI KESHAVNATH SHANTARAM NAIK, son of Shri Shantaram B. Naik, aged about 51 years, married, having PAN NO. ABXPN1457G and his wife;
- 2. SMT. KAVITA KESHAVNATH NAIK, aged about 44years, housewife;

Both residents of House No. 324/4, Ravalnath Nagar, Corlim, Ilhas, Goa, hereinafter called as the OWNERS, (which expression shall inless repugnant to the context or meaning thereof mean and include their legal heirs, administrators, successors, assignees etc.) of the FIRST PART.

AND

M/S. CIVILCO ENGINEERS & ASSOCIATES, a Partnership Firm, with office at SF-4, Block D, Qadria Plaza, Haveli, Curti, Ponda, Goa, having PAN NO. AAGFC7209K, represented herein by its Partner Shri Gous Mohammed Shiraguppi, aged 45 years, married, businessman, resident of C-4, Qadria Plaza, Haveli, Curti, Ponda,

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Goa, hereinafter called as the DEVELOPER, (which expression shall unless repugnant to the context or meaning thereof mean and include its Partners, administrators, assignees etc.) of the SECOND PART.

All the parties herein are Indian Nationals.

WHEREAS, OWNER NO. 2 Smt. Kavita Keshavnath Naik is represented herein by her duly constituted Attorney Shri Keshavnath Shantaram Naik, the OWNER NO. 1 herein, interms of Power of Attorney dated 12/01/2011, duly executed before Notary Shri Anant C. Pansheker at Panaji, Goa, registered in his books under No. 199/POA/2011 on 12/01/2011.

AND WHEREAS, the OWNERS are in possession of two distinct landed properties, one being admeasuring 1635 sq. mtrs. as per survey records (which at loco admeasures 1650 sq. mtrs.), bearing Survey No. 3/1 of Village Adcolna (hereinafter for the sake of brevity is referred to as "FIRST PROPERTY") and other being admeasuring 2750 sq. mtrs. as per survey records (which at loco admeasures 2450 sq. mtrs.), bearing Survey No. 3/2 of Village Adcolna (hereinafter for the sake of brevity is referred to as "SECOND PROPERTY", both forming part of the bigger property known as "KOSME BETULBHAT" alias "KOSME", situated within the Panchayat limits of Bhoma-Adcolna, of Taluka Ponda, Goa, not described in the Land

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Registration Office but as a whole enrolled in the Taluka Revenue Office (Matriz) under No. 89, said FIRST PROPERTY & SECOND PROPERTY being more particularly described with their respective boundaries in Schedule I & II hereunder written and shown respectively in red lines on the PLAN A & B annexed hereto and collectively referred to hereinafter as "SAID PROPERTIES" in this Agreement as and where need arises.

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AND WHEREAS the said FIRST PROPERTY belonged to one Shri Jairam Govinda Kholkar, who having expired in status of being bachelor, Deed of Succession came to be executed on 17/06/1985 drawn at page 81 onwards of the Register Book No. 620 in the Office of the Notary Ex-Office of Comarca Ilhas, Panaji, Goa, under which his brother late Shri Srinivassa Porobo Colcar was qualified as his sole and universal heir.

AND WHEREAS said Shri Srinivassa Porobo Colcar and subsequently his son viz; Shri Madusudan Porobo Colcar having expired, a Deed of Succession dated 27/04/2005 came to be drawn in the Judicial Division of Ilhas, at Panaji, in the Office of the Notary Ex-Officio, Panaji, Goa, duly registered in Book of Deeds No. 686 at pages 5-V onwards, whereby one Smt. Gauri Govind Prabhu Kholkar & 9 others, were qualified to be the sole and universal heirs of the

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said deceased Shri Srinivassa Probo Colcar and Madusudan Srinivassa Porobo Colcar.

AND WHEREAS, the OWNER No.1 became entitled to the FIRST PROPERTY by virtue of Deed of sale dated 29/09/2009, duly registered before the Office of Sub-Registrar of Ponda under No. 1903 at pages 41 to 60 of Book 1, volume 1501 on 22/10/2009 executed by said Smt. Gauri Govind Prabhu Kholkar & 9 others, being the predecessors in title of the OWNER No.1 in respect of the FIRST PROPERTY.

AND WHEREAS the said SECOND PROPERTY belonged to one Shri Surendra Shridhar Prabhu Kholkar, bachelor, resident of Vascoda-Gama.

AND WHEREAS, the OWNER No.2 became entitled to the SECOND PROPERTY by virtue of Deed of sale dated 07/03/2005 (presented for registation under No. 470/2005 on 11/03/2005), duly registered before the Office of Sub-Registrar of Ponda under No. 538 at pages 323 to 331 of Book 1, volume 818 on 07/04/2005 executed said Shri Surendra Shridhar Prabhu Kholkar, being the predecessors in title of the OWNER No.2 in respect of the SECOND PROPERTY.

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AND WHEREAS, the DEVELOPER with a desire to purchase said properties being FIRST PROPERTY & SECOND PROPERTY bearing Survey No. 3/1 and 3/2 respectively from the OWNERS for the purpose of developing the same by undertaking construction of building comprising only residential flats in FIRST PROPERTY and Duplex Villas and residential flats in SECOND PROPERTY, has approached the OWNERS for purchase of the same.

AND WHEREAS the DEVELOPER has represented the OWNERS of its intention of commencement of project of construction of residential flats and Duplex Villas in the said properties bearing Survey No. 3/1 and 3/2 respectively owned by OWNERS herein.

AND WHEREAS, the OWNERS herein have agreed to sell at the request of the DEVELOPER and the DEVELOPER has agreed to purchase said properties, the FIRST PROPERTY and SECOND PROPERTY being agreed to be purchased for a total consideration up to maximum of Rs. 1,09,00,000/- (Rupees One Crore Nine Lakhs Only) and part consideration by way of constructed premises being one Duplex Villa and seven residential flats as specified hereunder.

AND WHEREAS out of the said total consideration in monetary terms, an amount of Rs. 9,00,000/- (Rupees Nine Lakhs Only) being agreed by the parties herein to be paid as stipulated hereunder

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alongwith the consideration in kind by way of construction of five residential flats each having an area admeasuring 100 sq. mtrs. (super built-up) approximately on the successive floor of the proposed building to be constructed in the FIRST PROPERTY for the OWNERS.

AND WHEREAS an amount of Rs. 100,00,000/- (Rupees One Crore Only) being agreed by the parties herein to be paid as stipulated hereunder alongwith the consideration in kind by way of construction of one Duplex Villa having an area admeasuring 140 sq. mtrs. (super built-up) approximately and two residential flats each having an area admeasuring 100 sq. mtrs. (super built-up) approximately on the successive floor of the proposed building to be constructed in the SECOND PROPERTY for the OWNERS.

AND WHEREAS, seven residential flats agreed herein to be constructed in the building proposed for construction in the FIRST PROPERTY and SECOND PROPERTY are as specified in Schedule III hereunder written and the one Duplex Villa agreed to be constructed in the SECOND PROPERTY for the OWNERS is as specified in Schedule IV hereunder written and as depicted on PLAN C & PLAN D respectively annexed hereto.

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AND WHEREAS, the parties hereto having agreed upon the terms of the Agreement, hereto reduce the same in writing as under.

AND WHEREAS, for the purpose of payment of stamp duty, on account of tentative cost of construction involved, the present Agreement is valued at Rs. 1,29,00,000/-.

NOW THIS AGREEMENT FOR SALE & CONSTRUCTION WITNESSESTH AS UNDER:

1. In pursuance of agreement above, the OWNERS hereby agree to sell at the request of the DEVELOPER and the DEVELOPER hereby agree to purchase said properties, being FIRST PROPERTY & SECOND PROPERTY, for a total monetary consideration up to maximum of Rs. 1,09,00,000/- (Rupees One Crore Nine Lakhs Only) and part consideration by way of constructed premises being seven residential flats and one Duplex Villa as specified hereunder, said FIRST PROPERTY admeasuring 1650 sq. mtrs., bearing Survey No. 3/1 of Village Adcolna and said SECOND PROPERTY admeasuring 2450 sq. mtrs., bearing Survey No. 3/2 of Village Adcolna, both forming part of the bigger property known as "KOSME BETULBHAT" alias "KOSME", situated within the Panchayat limits of Bhoma-Adcolna, of Taluka Ponda, Goa, not described in the Land Registration Office but as a whole enrolled in the Taluka Revenue

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Office (Matriz) under No. 89, being more particularly described with their respective boundaries in Schedule I & II hereunder written and shown respectively in red lines on the PLAN A & B annexed hereto..

2. The parties hereto agree that out of the said total consideration in monetary terms, an amount of Rs. 9,00,000/- (Rupees Nine Lakhs Only) to be paid as stipulated hereunder alongwith the consideration in kind by way of construction of five residential flats each having an area admeasuring 100 sq. mtrs. (super built-up) approximately on the successive floor of the proposed building to be constructed in the FIRST PROPERTY for the OWNERS.



- 3. It is further agreed that an amount of Rs. 100,00,000/- (Rupees One Crore Only) to be paid as stipulated hereunder alongwith the consideration in kind by way of construction of one Duplex Villa having an area admeasuring 140 sq. mtrs. (super built-up) approximately and two residential flats each having an area admeasuring 100 sq. mtrs. (super built-up) approximately on the successive floor of the proposed building to be constructed in the SECOND PROPERTY for the OWNERS.
- 4. The parties hereto agree that said total consideration to be paid by the DEVELOPER by way of construction of seven residential flats each having an area admeasuring 100 sq. mtrs. (super built-up)

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approximately on the successive floor of the proposed building to be constructed in the FIRST PROPERTY and SECOND PROPERTY are as specified in Schedule III hereunder written and as depicted on PLAN C annexed hereto and one Duplex Villa having an area admeasuring 140 sq. mtrs. (super built-up) approximately to be constructed in the SECOND PROPERTY is as specified in Schedule IV hereunder written and as depicted on PLAN D annexed hereto.

5. The Parties hereto agreed for the mode of payment of said total monetary consideration as under:

 Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to be paid upon signing the present Agreement.

Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to be paid after 12 months of obtaining approvals for projects.

Rs.20,00,000/- (Rupees Twenty Lakhs Only) to be paid after 3 months of the aforementioned payment stipulated in 6 (ii) herein.

- iv) Rs. 20,00,000/- (Rupees Twenty Lakhs Only) to be paid 3 months of the aforementioned payment stipulated in 6 (iii) herein.
- v) Rs. 29,00,000/- (Rupees Twenty Nine Lakhs Only) to be paid after obtaining Occupancy Certificate and upon handing over possession of the constructed premises.

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- 6. The DEVELOPER has today paid to the OWNERS, towards token amount sum of Rs. 20,00,000/- (Rupees Twenty Lakhs Only), by way of Cheque bearing No. 02082979 dated 16/02/2011 drawn on Union Bank of India, Ponda Branch, drawn in favour of OWNER NO. 1, the receipt of which the OWNERS do hereby admit and acknowledge.
- 7. The OWNERS and the DEVELOPER hereby agree that the said sum of Rs. 20,00,000/- paid as token amount shall be adjusted against the total consideration amount stipulated hereinabove in respect of the FIRST PROPERTY and the SECOND PROPERTY, in payment of total monetary consideration of Rs. 1,09,00,000/- (Rupees One Crore Nine Lakhs Only).
- 8. The OWNERS hereby declare that the said properties are free from any encumbrance of whatsoever nature including lease, mortgage, lien etc. and that they have not executed any Agreement for Sale, Memorandum of Understanding or Indenture of Conveyance with any third person in respect of said properties agreed to be sold herein to the DEVELOPER.

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- The OWNERS hereby guarantee the DEVELOPER that the title of the said properties subsists in favour of the OWNERS and they have power, authority, right, title and possession to sell the same.
- 10. The OWNERS do hereby declare that the possession of the said properties shall be handed over to the DEVELOPER upon execution of the present Agreement for Sale & Construction.
- 11. The OWNERS hereby undertake that they shall from time to time and at all times hereafter, at the request of the DEVELOPER, do and execute all such further acts, deeds, things, matters, for giving full effect to the present Agreement for Sale & Construction.

12. The OWNERS hereby undertake to make available to the DEVELOPER all title documents in respect of said properties and other relevant documents pertaining to the said properties in the course of the execution of the project of construction of Duplex Villas and residential flats, upon execution of this Agreement, as and when requested by the DEVELOPER, for the DEVELOPER to approach any financial institution, bank etc. for securing loan facility for the DEVELOPER or the prospective purchasers of the remaining constructed premises in the FIRST PROPERTY and the SECOND PROPERTY, except the constructed premises agreed to be allotted to

the OWNERS. However, the DEVELOPER shall not mortgage the

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FIRST PROPERTY and the SECOND PROPERTY to any financial institution, bank etc.

13. The OWNERS hereby agree to perform the procedure for change of zone in respect of the FIRST PROPERTY at the cost and expenses of the OWNERS without any indulgence of the DEVELOPER and to make the FIRST PROPERTY available for the DEVELOPER within one month from execution of this Agreement to complete legal requirements thereof and undertake to co-operate with the DEVELOPER for completion of procedure for non-agricultural assessment of the FIRST PROPERTY and the SECOND PROPERTY by the DEVELOPER which shall be at the cost and expenses of the DEVELOPER.

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14. The OWNERS hereby agree to execute irrevocable Power of Attorney in favour of the DEVELOPER or any of its Partners for execution of the aforementioned proposed project in the said properties and for the DEVELOPER to deal in respect of the remaining constructed premises with the prospective buyers in the manner the DEVELOPER deems fit and proper and for empowering the DEVELOPER to enter into separate contracts in its own name with the Building Contractors, Architects and other technical consultants for execution of the work of completion of the proposed project.

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15. The DEVELOPER agree to handover possession of the one Duplex Villa and residential flats proposed to be constructed for the OWNERS in the said properties as stipulated hereinabove, within 30 months after obtaining approvals for the project in the FIRST PROPERTY and SECOND PROPERTY as mentioned hereinabove, subject to availability of cement, steel, water or any other construction material and or subject to any natural calamity or any other circumstance beyond the control of the DEVELOPER including any delay in obtaining the Occupancy Certificate from the Village Panchayat or any other permission that may be required from any other Competent Authority including Conversion Sanad for reasons beyond the control of the DEVELOPER and in such event, the DEVELOPER shall be entitled to get such reasonable extension of time as may be mutually agreed upon.

16. The parties hereto agree that after the approval of plans and obtaining Construction License for the proposed construction in the FIRST PROPERTY and the SECOND PROPERT, in the event the DEVELOPER fails to commence the construction work within 30 months from the date of obtaining Construction License, the OWNERS shall have the option to terminate the present Agreement forthwith and upon termination of the Agreement, the OWNERS shall refund an amount of Rs. 14,00,000/- (Rupees Fourteen Lakhs Only)

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from the said token amount of Rs. 20,00,000/- paid by the DEVELOPER to the OWNERS, thereby forfeiting Rs. 6,00,000/- (Rupees Six Lakhs Only) to the OWNERS.

17. The parties hereto agree that even the event the present Agreement is terminated as above, the OWNERS shall bear the expenses incurred by the DEVELOPER in the process of approval of plans obtaining Conversion Sanad and Construction License etc. and shall accordingly compensate the DEVELOPER of such expenses.

18. The parties hereto specifically agree that time stipulated for handing over of the possession of one Duplex Villa and residential flats as agreed hereinabove is subject to the OWNERS handing over possession of FIRST PROPERTY and the SECOND PROPERTY to the DEVELOPER for initiating the process of development of the said properties and further subject to obtaining Conversion Sanad. In the event, there is any delay on the part of the OWNERS in handing over possession of said properties and in obtaining Conversion Sanad, the DEVELOPER shall be entitled for extension of time as may be mutually agreed upon by the parties hereto for handing over possession of the agreed constructed premises.

19. The DEVELOPER hereby agree that in the event the DEVELOPER fails to deliver possession of one Duplex Villa and

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residential flats to be constructed in the FIRST PROPERTY and SECOND PROPERTY as mentioned hereinabove within 30 months, the OWNERS shall be entitled for compensation of Rs. 666/- for every defaulted day till the date of delivering possession of the agreed constructed premises.

20. The OWNERS hereby agree to execute Deed of Sale in respect of the constructed premises in favour of the prospective buyers or in favour of a Housing Co-operative Society as may be desired by the DEVELOPER and the OWNERS undertake to become members of the Co-operative Housing Society, if any, formed by the DEVELOPER and the OWNERS agree to make payment of all cost, charges and expenses in connection with the Housing Co-operative Society only in so far as seven residential flats and one Duplex Villa allotted to the OWNERS herein, as and when called upon by the DEVELOPER and the cost of remaining residential flats and Villas to be constructed by the DEVELOPER shall be borne by the concerned prospective buyers.

21. Upon delivery of possession of the one Duplex Villa and residential flats as agreed herein to the OWNERS as consideration, nothing contained in this Agreement shall confer any right, title or interest in favour of the OWNERS in respect of the remaining Duplex

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Villas and residential flats proposed to be constructed in the said properties or any part thereof.

22. Subject to the rights of the OWNERS under the present Agreement in respect of seven residential flats and one Duplex Villa as agreed herein and as depicted in PLAN C & D hereto annexed and specified respectively in Schedule III & IV written hereunder, the DEVELOPER shall be at liberty to sell, assign, transfer or otherwise deal with or dispose off their rights, title and interests in the building or the remaining residential flats and Duplex Villas proposed to be constructed in the said properties or any part thereof to any prospective buyer on the terms and conditions as may be deemed fit and proper by the DEVELOPER.

SCHEDULE I

All that distinct landed property, admeasuring 1635 sq. mtrs. as per Survey records (which at loco admeasuring 1650 sq. mtrs.) bearing Survey No. 3/1 of Village Adcolna, forming part of the bigger property known as "KOSME BETULBHAT" alias "KOSME", situated within the Panchayat limits of Bhoma-Adcolna, of Taluka Ponda, Goa, not described in the Land Registration Office but as a whole enrolled in the Taluka Revenue Office (Matriz) under No. 89 and is bounded as under:

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On the East : By the part of the same property surveyed under No.

3/1 comprising an area of 240 sq. mtrs. acquired by the

Government for road widening.

On the West : By the property surveyed under No. 4 of Village

Adcolna.

On the North: By the limits of Village Tivrem.

On the South: By the property surveyed under No. 3/2 of Village

Adcolna.

SCHEDULE II

All that distinct landed property, admeasuring 2750 sq. mtrs., as per survey records (which at loco admeasuring 2450 sq. mtrs.) bearing Survey No. 3/2 of Village Adcolna, forming part of the bigger property known as "KOSME BETULBHAT" alias "KOSME", situated within the Panchayat limits of Bhoma-Adcolna, of Taluka Ponda, Goa, not described in the Land Registration Office but as a whole enrolled in the Taluka Revenue Office (Matriz) under No. 89 and is bounded as under:

On the East : By a public road.

On the West : Partly by the property surveyed under No. 3/3 and partly by the property surveyed under No. 4 of Village Adcolna.

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On the North: By the property surveyed under No. 3/1 and partly by the property surveyed under No. 4 Village Adcolna.

On the South: Partly by a public road and partly by the property surveyed under No. 3/3.

SCHEDULE III

(Description of the specifications of proposed Seven residential flats for OWNERS to be constructed in FIRST & SECOND PROPERTY)

The scope of work of construction of proposed flat shall be as mentioned hereunder.

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- i) Excavation Plinths etc: as per the design engineer and consultants plans.
- R.C.C: 1:15:3 for all reinforced concrete works or as per the design.
- iii) Steel: Local T.M.T and as per design.
- iv) Plastering: 1:4 & 1:3 mix plaster with lime finish and double coat for external walls.

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- v) Masonry: 23 cm thick external walls of laterite stones, or blocks. Partition walls shall be of Khanaput bricks or local fly ash based bricks of 10 cm thick with reinforced path wherever required.
- vi) Lintel, Chejjas, lofts: Lintels and chajjas according to plan.
- vii) Windows: Aluminum powder coated open able shutters or sliding as required.
- viii) Doors: Maindoor shall have Teakframe and shutter or equivalent. Other doors shall be of Matti/SAL frame and shutter shall be of flush doors of ISI standards.
- ix) Tiles: Vitrified floor tiles of ISI standard 45x45 or 60x60 as required. Bathroom floor tiles will be of standard antiskid and wall be of 8x12 ceramic standard.
- Kitchen: standard stainless steel sink and kitchen platform up to
 2M in length and top shall have granite or marble as required.
- xi) Bathroom: Each bathroom shall have one washbasin, one Indian or European w/c flush tank, mixercock (ARK) or ISI equivalent.

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- xii) Electrification: Concealed standard conduits and shall have points as per plan (Finolex wire or equivalent). One Master bed shall have A/C point.
- xiii) Paint: Internal acralyc distemper and external shall be of cement paint.
- xiv) Grills: All windows and stair shall have grill and rail design or as per the Architectures elevation and other requirements.



xv) Compound, Gate, Ground level water sump, Septic tank Soak pit, Roof level water tank shall be as per the project requirement.

SCHEDULE IV

(Description of the specifications of proposed one Duplex Villa for OWNERS to be constructed in SECOND PROPERTY)

The scope of work of construction of proposed flat shall be as mentioned hereunder.

 Excavation Plinths etc: as per the design engineer and consultants plans.

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- R.C.C: 1:15:3 for all reinforced concrete works or as per the design.
- iii) Steel: Local T.M.T and as per design.
- iv) Plastering: 1:4 & 1:3 mix plaster with lime finish and double coat for external walls.
- v) Masonry: 23 cm thick external walls of laterite stones, or blocks. Partition walls shall be of Khanaput bricks or local fly ash based bricks of 10 cm thisk with reinforced path wherever required.
 - Lintel, Chejjas, lofts: Lintels and chajjas according to plan.
- vii) Windows: shall be of Salwood or equivalent including frames and shutters.
- viii) Doors: Maindoor shall have Teakframe and shutter or equivalent. Other doors shall be of Matti/SAL frame and shutter shall be of flush doors of ISI standards.

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- ix) Tiles: Vitrified floor tiles of ISI standard 45x45 or 60x60 as required. Bathroom floor tiles will be of standard antiskid and wall be of 8x12 ceramic standard.
- Kitchen: standard stainless steel sink and kitchen platform up to
 2M in length and top shall have granite or marble as required.
- xi) Bathroom: Each bathroom shall have one washbasin, one Indian or European w/c flush tank, mixercock (ARK) or ISI equivalent.
- xii) Electrification: Concealed standard conduits and shall have points as per plan (Finolex wire or equivalent). One Master bed shall have A/C point.
- xiii) Paint: Internal acralyc and external shall be of Apex paint.
- xiv) Grills: All windows and stair shall have grill and rail design or as per the Architectures elevation and other requirements.
- xv) Compound, Gate, Ground level water sump, Septic tank Soak pit, Roof level water tank shall be as per the project requirement.

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IN WITNESS whereof the parties hereto have executed and signed this AGREEMENT FOR SALE & CONSTRUCTION on the day, year and place mentioned first hereinabove.

SIGNED AND DELIVERED

By the withinnamed OWNERS

Shri Keshavnath Shantaram Naik

For self and duly constituted Attorney of

Smt. Kavita Keshavnath Naik

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PLANT -

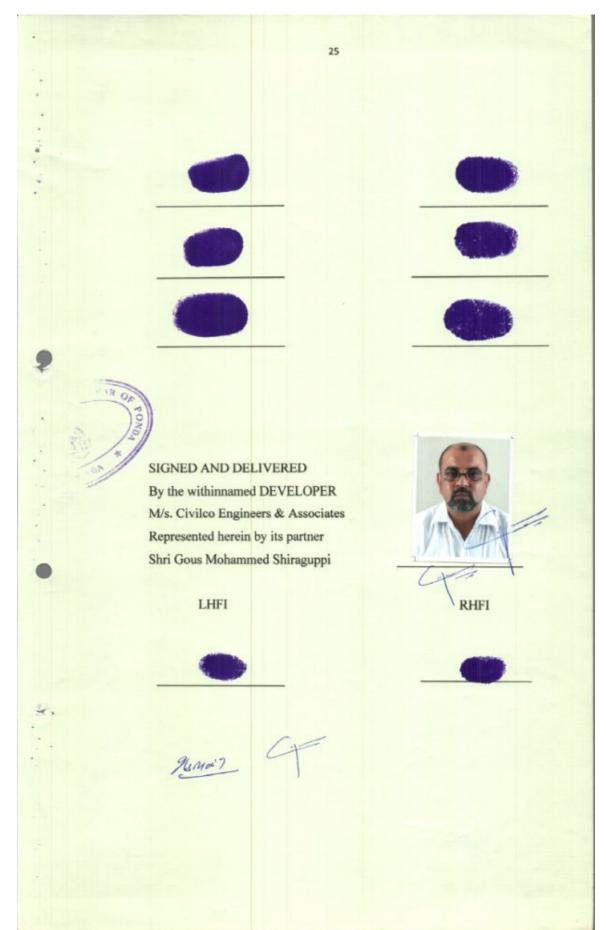
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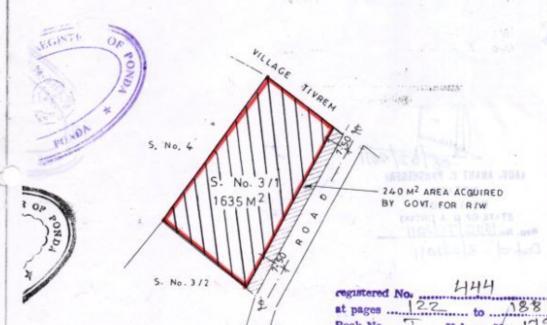
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PLAN A



SHOWING PLOT SITUATED AT ADCOLN VILLAGE OF PONDA TALUKA. SURVEY No. 3/1 SCALE __ 1:1000

TOTAL PLOT AREA = 1875.00M2 LESS-ACQUIRED BY GOVT = 240.00M2 NET PLOT AREA = 1635.00M²



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Book No. Volume No. ... 1793 tate 09-03-2011

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Memor !

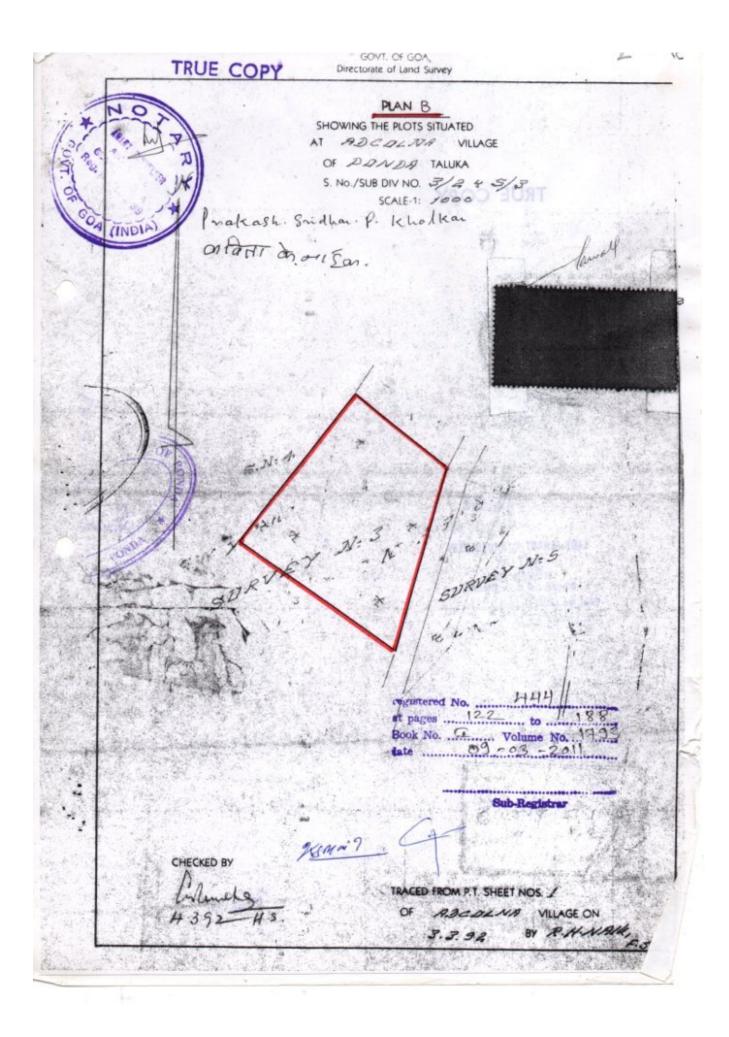
PLAN A

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Dated - 8/2/2011





TRUE COPY

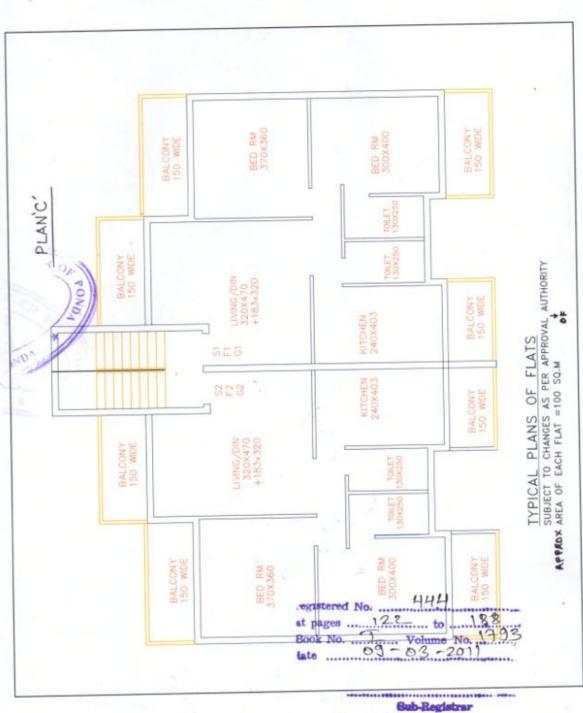


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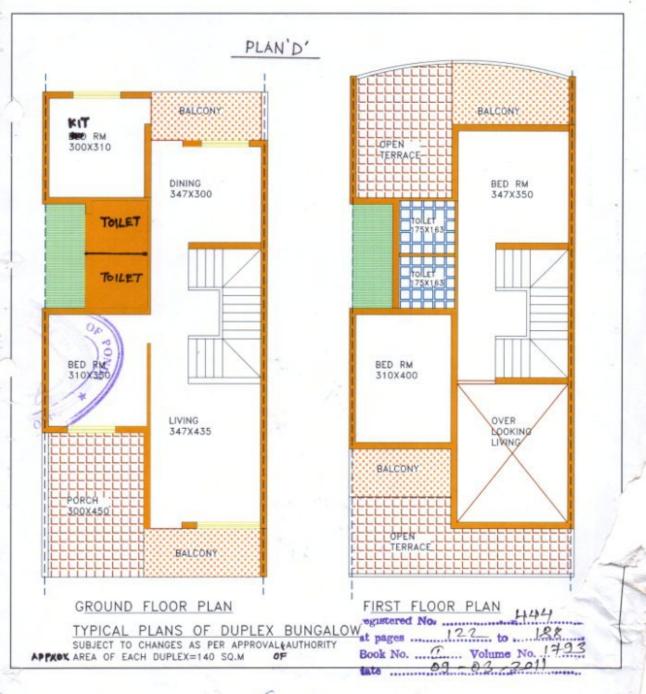
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Sub-Registrar

TRUE COPY SR.No. 356/11df.11/02/2011 पचास FIFTY RUPEES Rs.50 रु.50 INDIA NO Serial No 6839 Place of Vendor, Panaji गोवा GOA Value of Stamp Paper. Name of Purc Residence Morce ransacting Parties Sign, of Purchase Sign of Stamp Vehicle Mangata N. Karapurkar LICEUSE NO ACISTPIVENITATION

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENCE THAT I, Mrs. Kavita K. Naik. wife of Keshavnath Naik, aged 42 years, married, housewife, Indian National and resident of H.No. 324/4, Ravalnath Nagar, Corlim, Ilhas-Goa, do hereby appoint, nominate and Constitute my husband Mr. Keshavnath S. Naik, son of Shantaram Naik, aged 50 years, married, business, Pratap Desai,aged 23 years, bachelor, service, Indian National and resident of H.No. 324/4, Ravalnath Nagar, Corlim, Ilhas-Goa, as my true and lawful Attorney in my name and on my behalf to do the following acts, deeds or things i.e. to say:

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 To look after, manage, control and supervise my immovable Properties.

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To purchase/sell properties/ house to be constructed thereon and for that purpose to enter into an Agreement for sale, Memorandum of Understanding, Deed of Sale, and any other Agreement, Deeds and Deed of Rectification, Agreement rectification and Conveyance in respect of Properties and for that purpose to appear before the Sub Registrar, Notary Public in the state of Goa and to sign and execute the above Documents present the same before the said Authorities and to admit its execution thereof.

To negotiate/finalize the Purchase/sell price in respect of the said immoveable properties and to finalize the sale consideration of the same.

4. To receive cosideration amount in cash, cheques and Demand Draft towards the sell of said Properties in my name and on my behalf and to receive/give valid receipts towards the same.

- To sign any other document, correspondence, letters, papers pertaining to the immoveable properties or the transactions in that behalf in my name and on my behalf.
- 6. To apply for and / or get converted the said properties.
- 7. To apply for permission/ exemption from the competent Authority, The State of Goa and /or any other authority/ authorities under the provisions of Town and Country Planning Act for the permissions/ sanction for development of the said properties and for that purpose to

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make any declaration, sign Forms in my name and on my behalf as my Attorney deem fit and proper.

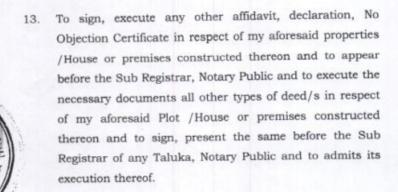
To apply for and obtain from the Forest Department / Government of Goa all necessary permissions to cut trees if any from the said properties in order to make it fit for Development and to obtain permission or approval from other Authorities as may be required for Development of the properties.

To get prepared Plans for construction of any house/ Structure and /or otherwise on my said properties and to have the same sanctioned, modified and/or altered by the Village Panchayat or any other authority or in connection therewith or to make necessary application, give undertakings, pay fees, obtain sanctions and such a other orders and permissions as may be expedient.

- 10. To appear before Talathi, Mamlatdar, Deputy Collector and other Government offices for the purpose of Mutation, Partition conversion and for that purpose to sign all the necessary documents, correspondence, letters and also to swear Affidavit and Declaration.
- 11. To approach village Panchayat, local bodies all other Government Departments for development of the said properties and allied work and for that purpose to sign all required correspondence in my name and on my behalf.
- 12. To pay all taxes, assessment, charges, expenses and other out goings what so ever payable for or on account of my aforesaid properties or any part thereof.

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- To pay any taxes, maintenances charges or any charges in my name and on my behalf.
- 15. To appoint nominate any Advocates, valuers and other experts on my behalf to defend, institute or contest suits pertaining to my aforesaid properties / House or premises to be constructed thereon in the state of Goa.
- 16. To appear before any Civil, Criminal and Revenue Courts,
 Arbitrator in respect of my aforesaid aforesaid properties
 /House or premises to be constructed thereon and to file
 plaint, suit, petition, in the courts and to sign and verify
 the same and also to contest and defend the same and for
 that purpose to depose, swear Affidavit, declaration on my
 name and on my behalf.
- 17. To file Written Statement, Reply, Revision, Appeal, Affidavit, Declaration, Statement and other applications in my name and on my behalf before the aforesaid Courts and to verify and swear the same. So also to depose before the afore said Courts on my Behalf.
- To receive any notices, Summons, Letters,
 Correspondence etc. from the afore said courts in my

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name and on my behalf and issue valid receipts of the same to the afore said courts.

- To give any statement and evidence on my behalf before the aforesaid courts.
- To settle compromise and compound any matters relating to aforesaid properties and for that purpose to sign all documents in my names and on my behalf.
- To apply and obtain certified copies of Judgment and Order, Consent terms in respect of my properties/House or premises to be constructed thereon.
- 22. To represents before all Government offices, Semi-Govt. offices, local bodies and authorities in respect of development work of the aforesaid properties /House or premises to be constructed thereon.
- To apply and obtain certified copies of plans and any other documents in respect of my properties / House or premises to be constructed thereon.
- 24. To make application for connections, electric supply water supply and other incidental requirements which may be required for the purpose of development of the said properties.
- 25. To warns off and prohibit and if necessary proceed against in due form of Law against all trespassers on my properties and take appropriate steps whether by action or other wise and to abate all nuisances.

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26. To enter upon said properties at any time, affix board, put barbed wires, fencing or construct a compound wall on the said properties or any portion thereof.

 To represents before all Government offices, Semi-Govt. offices, local bodies and authorities in respect of development.

28. To entered into any Leave and Licence Agreement, Lease Agreement, Rectification Agreement and for that purpose to appear before the Notary Public and Sub Registrar of any Taluka to aforesaid Agreements with respect to aforesaid properties and to sign the said Leave and Licence Agreement/ Lease Agreement in my name, execute the same and to admit its execution thereof on my behalf.

29. To accept any rent/ compensation amount in cash, Cheque, drafts, pay Orders in my name and on my Behalf with respect of my aforesaid properties and to issue valid receipts of the same so also to deposit and encash the afore said cheques, drafts, pay orders with the various banks and financial Institutions.

 To appoint nominate any Advocates, valuers and other experts on my behalf to defend, institute or contest suits pertaining to my immoveable properties in the state of Goa.

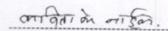
AND GENERALLY to do any other act, things, deeds that are required to be done for carrying various works relating to my properties in my absence.

AND I DO HEREBY agree to ratify all the afore said acts done by my Attorney in capacity of powers granted by me to him in that behalf.

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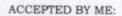
IN WITNESS WHEREOF the parties have signed this Power of Attorney before the Notary Public on this 12/01/2011.



MRS. KAVITA KESHAVANATH NAIK

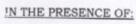
EXECUTANT







MR. KESHAVANATH S. NAIK



1.



TRUE COPY

2.

Solemnly affirmed and executed before me by Karita k Naik keshavnath Naik



201 2011 CADY. ARANT C. PANSHEKERD

HORTH GOA



at pages 122 to 188

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